

LOAN TERM SHEET FOR \$5,000,000 DIP CREDIT FACILITY

Borrower: Aina Le'a, Inc. ("Borrower") as debtor-in-possession in a Chapter 11 Case in the United States Bankruptcy Court for the District of Hawaii ("Bankruptcy Court"), as case number 17-00611 ("Bankruptcy Proceeding").

Lender: _____ or assignee (each, a "Lender").

Loan Amount and Terms: Minimum amount of loan shall be \$25,000.00 for any individual Lender. Each Lender shall participate in a maximum credit facility of up to \$5,000,000 ("DIP Credit Facility") to be funded upon approval of the DIP Credit Facility by the Bankruptcy Court in accordance with the terms herein.

Availability: The DIP Credit Facility will be made available in two or more draws, subject to conditions set forth herein. Up to \$500,000.00 shall be immediately available under the DIP Credit Facility upon entry of an interim order by the Bankruptcy Court approving the DIP Credit Facility.

Use of Proceeds: The DIP Credit Facility shall be used to pay administrative expenses of the Bankruptcy Proceeding, including, but not limited to, payment for maintenance and preservation of the property of the Debtor's estate, salaries, rent, insurance, utility services, operating expenses and court-approved professional fees and as such pre-petition expenses as may be approved by the Bankruptcy Court.

Priority and Collateral: The DIP Credit Facility shall be (a) given super-priority pursuant to 11 U.S.C. § 364(c)(1) and shall have priority over administrative expenses of the kind specified in 11 U.S.C. §§ 503(b), 507(a), 507(b) and 726.

Interest Rate: Simple interest at the rate of 12% per annum shall accrue.

Maturity: The DIP Credit Facility shall be due on or before the earlier of: July 31, 2019 or confirmation of a Plan of Reorganization in the Debtor's Chapter 11 Case, unless terminated earlier pursuant to a "DIP Credit Facility Termination Event" as follows: (i) appointment of a Chapter 11 Trustee in the Borrower's bankruptcy case; (ii) dismissal of the Borrower's bankruptcy case; or (iii) conversion of the Borrower's Chapter 11 Case to one under Chapter 7 of the Bankruptcy Code.

Conversion Option: Provided that Borrower is not in default, Lender shall have the option of converting the outstanding principal balance of its loan (including accrued and unpaid interest) into the common stock of the reorganized

Borrower based on the Borrower's valuation at the time of confirmation.

Loan Documents: Borrower shall execute and deliver, and cause to be executed and delivered to each Lender a Promissory Note and such other documents as are reasonable and customary for similar loans.

Fees and Expenses: Borrower will pay each Lender's broker a flat fee of 10% of the principal loan amount.

Governing Law: State of Hawaii

Events of Default: Customary defaults including, (a) failure to pay principal, interest, fees and expenses when due; (b) violation of covenants; (c) change of control; (d) dismissal or conversion of the Borrower's Chapter 11 Case; (e) appointment of a chapter 11 trustee; (f) granting of relief from automatic stay to permit foreclosure on or exercise any other remedies with respect to any property of the Borrower.

Representations and Warranties: Customary representations and warranties including, those mentioned in this Term Sheet and the following: (a) organization, qualification and due authorization of the Borrower; (b) no undisclosed litigation; (c) no breach of laws or regulations; (d) all necessary third party consents have been obtained.

Covenants: Customary covenants including, without limitation, the following items: (a) preservation of existence; (b) compliance with applicable laws; (c) maintenance of insurance; (d) delivery of financial statements, projections and cash flow statements; (e) payment of all post-petition obligations when due including all taxes except where contested in good faith.